

## 1 Year Warranty on Transmissions and Torque Converters

Tradewater Machinery of Princeton, Kentucky ("Seller") hereby warrants to the person or entity named above ("Purchaser"), subject to the limitations, terms and conditions set forth below, that the above-described Component rebuilt in Seller's facility and sold to Purchaser will be free from defects with respect to workmanship and parts installed for a period of one (1) year from the date of purchase of the Component; provided, however, that the warranty period for any transmission installed in a D8L, D9L, D9N, DION, 769C or 773B shall be for a period of sixty (60) days from the date of purchase. Any and all parts (e.g., seals, gaskets, etc.) supplied by Seller for Purchaser's installation are warranted only prior to installation. If the place of delivery for the Component is a foreign country, the applicable warranty period shall commence upon Purchaser's receipt of such Component.

**THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED OR STATUTORY WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. SELLER SHALL NOT BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY DAMAGE OR DOWNTIME WITH RESPECT TO ANY EQUIPMENT IN WHICH THE COMPONENT IS INSTALLED, OR ANY INTERRUPTION IN PURCHASER'S BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE OR LOSS OF BUSINESS OPPORTUNITY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, REAL OR PERSONAL, ATTRIBUTED TO OR ARISING OUT OF PURCHASER'S USE OF THE COMPONENT.**

This Warranty shall not apply to any Component that has been repaired, modified or altered in any way by Purchaser or any third party without the prior consent and authorization of Seller, nor shall this Warranty apply to or include any damage, loss or claim resulting from any accident, overheating, lack of lubrication, contamination, misuse or negligent operation with respect to the Component and/or equipment in which the Component has been installed.

The obligation of Seller under this Warranty shall be limited to, at Seller's sole discretion and option, the repair or replacement of the defective parts, replacement of the Component, or refund of the purchase price in exchange for Purchaser's return of the Component. In no event shall Seller's obligation or liability under this Warranty exceed the amount of the purchase price paid by Purchaser for the Component. Purchaser shall be required to notify Seller in writing immediately upon discovery of any defect in the Component and Purchaser's failure to so notify Seller shall void this Warranty in all respects. Seller shall not be required to pay for any costs of repairs or replacement of the defective parts undertaken by Purchaser without the prior consent and authorization of Seller.

The following pre-installation and post-installation service and maintenance steps must be completed by Purchaser, and failure of Purchaser to perform and document any of the following pre-installation and/or post-installation service and maintenance steps shall void this Warranty in all respects:

1. Transmission oil system must be thoroughly cleaned immediately prior to installation of Component;
2. Transmission oil cooler must be replaced or thoroughly cleaned immediately prior to installation of Component;
3. Machine torque converter must be replaced or thoroughly cleaned immediately prior to installation of Component;
4. Transmission charge pump must be thoroughly inspected prior to installation. If inspection reveals that transmission charge pump is damaged in any way, the transmission charge pump must be replaced prior to installation of the Component;
5. All seals and gaskets on transmission suction hoses and tubes must be replaced and inspected for seal and tightness of fit;
6. SAE 30 weight oil must be used. Use of 10 weight or multi-grade oil (e.g., IOW-40) will damage Component and will void this Warranty.

Any and all claims or disputes arising under, or related to, this Warranty or the Component shall be litigated exclusively in Caldwell County, Kentucky, and the laws of the Commonwealth of Kentucky shall govern this Warranty in all respects.

This Warranty is not transferable or assignable. This Warranty shall not be valid or enforceable unless dated and signed by Seller.